

686-19/DJF  
Daniel J. Fitzgerald, Esq.  
Adam E. Deitz, Esq.  
FREEHILL HOGAN & MAHAR, LLP  
80 Pine Street  
New York, New York 10005  
Tel: (212) 425-1900  
Fax: (212) 425-1901  
*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IN THE MATTER OF THE COMPLAINT OF

JJ AUDUBON, LLC, and HORNBLOWER  
NEW YORK, LLC

AS OWNERS AND OPERATORS OF THE  
M/V JOHN JAMES AUDUBON

**20-cv- 917 (PAE)**

**ORDER RESTRAINING SUITS,  
APPROVING PLAINTIFFS'  
SECURITY AND DIRECTING  
ISSUANCE OF NOTICE AND  
THE FILING OF CLAIMS**

**WHEREAS**, a Complaint was filed herein on January 31, 2020, by Plaintiffs JJ AUDUBON, LLC and HORNBLOWER NEW YORK, LLC as owner and operator, respectively, of the M/V JOHN JAMES AUDUBON (O/N 646195) (the "Vessel") for exoneration from or limitation of liability pursuant to 46 U.S.C. §§ 30501, et seq., and Rule F of the Supplemental Rules for Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, with respect to any and all claims, injury, loss, damage or liability arising out of or relating to the injury of TASIA MEDINA on or about August 6, 2019, during a voyage of the Vessel, as more fully described in the Complaint;

**WHEREAS**, the Complaint stated the facts and circumstances upon which said exoneration from or limitation of liability is claimed;

**WHEREAS**, the Complaint established that the value of Plaintiffs' interest in the said Vessel for limitation purposes and pending freight at the end of the voyage in question does not

exceed the amount of U.S. \$802,000.00 as set forth in the Declaration of Marine Surveyor David Tantrum.

**WHEREAS**, Plaintiffs have deposited with the Court as security for the benefit of all claimants an Ad Interim Stipulation for Value/Letter of Undertaking that is executed by AGCS MARINE INSURANCE COMPANY, MARKETING AS ALLIANZ GLOBAL CORPORATE & SPECIALTY (28 Liberty Street, 25<sup>th</sup> Floor New York, NY 10005) (50%), THE CONTINENTAL INSURANCE COMPANY (P.O. Box 8317 Chicago, IL 60680-8317) (22.5%), ENDURANCE RISK SOLUTIONS ASSURANCE CO. (1221 Avenue of the Americas, 18<sup>th</sup> Fl, New York, NY 10020) (12.5%), and STARR INDEMNITY & LIABILITY INSURANCE CO. (1 Bush St. Suite 1350 San Francisco, CA 94104) (15%) (collectively “Signatories”), in the amount of U.S. \$802,000.00 with interest at six percent (6%) per annum, the liability of Signatories pursuant to the Ad Interim Stipulation never to exceed the limits of the primary policy to which Signatories subscribe and shall be strictly subject to the terms, limits, and conditions of the primary insurance policy;

**WHEREAS**, Plaintiffs have deposited with the Court the amount of \$500 as security for costs in accordance with Rule F(1) of the Supplemental Admiralty Rules;

**WHEREAS**, it appears from the Complaint that claims have been made and suits have been filed (*Tasia Medina v. Hornblower New York, LLC, et al.*, Supreme Court of the State of New York, County of New York, Index No. 150780/2020) against Plaintiffs and/or the M/V JOHN JAMES AUDUBON for losses or damage alleged to have been sustained during the voyage upon which the Vessel was then engaged;

**NOW**, Plaintiffs having complied with the requirements of Rule F, and upon application by Freehill, Hogan & Mahar, attorneys for Plaintiffs, **IT IS HEREBY ORDERED AS FOLLOWS:**

1. The above described Ad Interim Stipulation for Value/Letter of Undertaking executed by AGCS MARINE INSURANCE COMPANY, MARKETING AS ALLIANZ GLOBAL CORPORATE & SPECIALTY (28 Liberty Street, 25<sup>th</sup> Floor New York, NY 10005) (50%), THE CONTINENTAL INSURANCE COMPANY (P.O. Box 8317 Chicago, IL 60680-8317) (22.5%), ENDURANCE RISK SOLUTIONS ASSURANCE CO. (1221 Avenue of the Americas, 18<sup>th</sup> Fl, New York, NY 10020) (12.5%), and STARR INDEMNITY & LIABILITY INSURANCE CO. (1 Bush St. Suite 1350 San Francisco, CA 94104) (15%) (with the limitations described above) in the sum U.S. \$802,000.00 with interest as aforesaid, be and is hereby approved.

2. The Court, only upon motion on notice to all parties of record, may order the said security increased or reduced if it finds the amount thereof insufficient or excessive.

3. A notice shall be issued by the Clerk of this Court to all persons asserting claims or suits (including but not limited to *Tasia Medina v. Hornblower New York, LLC, et al.*, Supreme Court of the State of New York, County of New York, Index No. 150780/2020) with respect to the voyage and matters for which the Complaint seeks exoneration from or limitation of liability notifying them to file their respective claims with the Clerk of this Court, in writing, and to serve on the attorneys for the Plaintiffs a copy thereof, on or before the 1st day of September, 2020, or be defaulted; and that if any claimant desires to contest either the right to exoneration from or the right to limitation of liability, such claimant shall file and

serve on the attorneys for Plaintiffs an answer to the Complaint on or before the said date (unless his claim has included an answer to the complaint, so designated) or be defaulted.

4. The aforesaid notice shall be published in New York Daily News, once in each week for four successive weeks prior to the date fixed for the filing of claims, as provided by Supplemental Admiralty Rule F. The first publication of said notice shall be at least forty (40) days before said return date, and Plaintiffs, not later than the day of second publication, shall also mail a copy of the notice together with a copy of this Order to every person (or their respective attorneys) known to have made any claim against the Vessel or Plaintiffs with respect to the matters herein.


5. The commencement or prosecution hereafter, except in the captioned action, of any and all claims, actions, suits, and proceedings (whether such has been commenced already or not) (including but not limited to *Tasia Medina v. Hornblower New York, LLC, et al.*, Supreme Court of the State of New York, County of New York, Index No. 150780/2020) of any nature and description whatsoever in any jurisdiction against Plaintiffs and/or the M/V JOHN JAMES AUDUBON and/or any of their agents, representatives, employees, or insurers, and/or any other property of Plaintiffs, and the taking of any steps and the making of any motion in such actions, suits or proceedings, to impose liability or recover for any injury, loss or damage for or in respect to the aforesaid casualty as more fully described in the Complaint **BE AND ARE HEREBY RESTRAINED, STAYED AND ENJOINED** until the hearing and determination of this action, and all warrants of arrest, seizure and/or attachment issued or sought in such other actions, suits, and proceedings be and the same are hereby dissolved and further warrants of arrest, seizure and/or attachment are hereby prohibited.

6. Service of this order as a restraining order may be made through the Post Office by certified mail or by Federal Express by mailing a conformed copy thereof to the person or persons to be restrained, or to their respective attorneys.

7. The Stipulation for Costs in the amount of \$500 deposited by Plaintiffs with the Clerk of Court is approved as security for costs, as provided by Rule F(1).

Dated: New York, New York

April 8, 2020

  
United States District Judge  
Hon. Paul A. Engelmayer